



## **STANDARD TERMS & CONDITIONS**

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*(1-page limit)*

The LFR Team agrees to comply with the standard terms and conditions as provided with the RFP.

**NONDISCRIMINATION COMPLIANCE STATEMENT**

COMPANY NAME

**LEVINE·FRICKE·RECON, INC.**

The company named above (hereinafter referred to as "prospective contractor") hereby certifies, unless specifically exempted, compliance with Government Code Section 12990 (a-f) and California Code of Regulations, Title 2, Division 4, Chapter 5 in matters relating to reporting requirements and the development, implementation and maintenance of a Nondiscrimination Program. Prospective contractor agrees not to unlawfully discriminate, harass, or allow harassment against any employee or application for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave and denial of pregnancy disability leave.

**CERTIFICATION**

*I, the official named below, hereby swear that I am duly authorized to legally bind the prospective contractor to the above certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.*

OFFICIAL'S NAME

**James D. Levine, P.E.**

DATE EXECUTED

**July 24, 1997**

EXECUTED IN THE COUNTY OF

**Alameda**

PROSPECTIVE CONTRACTOR'S SIGNATURE

PROSPECTIVE CONTRACTOR'S TITLE

**President**

PROSPECTIVE CONTRACTOR'S LEGAL BUSINESS NAME

**LEVINE·FRICKE·RECON, INC.**

Agreement No. \_\_\_\_\_

Exhibit \_\_\_\_\_

**STANDARD CLAUSES --****SMALL BUSINESS PREFERENCE AND CONTRACTOR IDENTIFICATION NUMBER****NOTICE TO ALL BIDDERS:**

Section 14835, et. seq. of the California Government Code requires that a five percent preference be given to bidders who qualify as a small business. The rules and regulations of this law, including the definition of a small business for the delivery of service, are contained in Title 2, California Code of Regulations, Section 1896, et. seq. A copy of the regulations is available upon request. Questions regarding the preference approval process should be directed to the Office of Small and Minority Business at (916) 322-5060. To claim the small business preference, you must submit a copy of your certification approval letter with your bid.

Are you claiming preference as a small business?

\_\_\_\_\_ Yes\*                        √   No

\*Attach a copy of your certification letter.



**TABLE 1: Laboratory Analysis Methods for Phase 1 Composting Studies and Phase 3 Long-Term Monitoring**

<b>Analytes</b>	<b>Method</b>
TTLIC CAM 17 Metals	EPA Method 6010/7000
Dissolved Oxygen	SM 4500G
Oxidation/Reduction	ASTM D1498-76
pH	EPA Method 9040
Organochlorine Pesticides	EPA Method 8080
Organophosphorous Pesticides	EPA Method 8140
Chlorinated Herbicides	EPA Method 8150
Biological Oxygen Demand	EPA Method 405.1
Chemical Oxygen Demand	EPA Method 410.4
Anions (Chloride, Sulfate, Nitrogen)	EPA Method 300
Alkalinity	EPA Method 310.1
TDS	EPA Method 160.1
Hardness	SM 23408
Conductivity	EPA Method 120.1
TTLIC Cam 17 Metals	EPA Method 6010/7000
Dissolved Oxygen	SM 4500G
Oxidation/Reduction	ASTM D1498-76
pH	EPA Method 9040
Organochlorine Pesticide	EPA Method 8080
Organophosphorous Pesticides	EPA Method 8140
Chlorinated Herbicides	EPA Method 8150
Biological Oxygen Demand	EPA Method 405.1
Chemical Oxygen Demand	EPA Method 410.4
Anions (Chloride, Sulfate, Nitrogen)	EPA Method 300
Alkalinity	EPA Method 310.1
TDS	EPA Method 160.1
Hardness	SM 23408
Conductivity	EPA Method 120.1
Methane	EPA Method 8015M

**TABLE 2: Preliminary Construction Cost Estimate Venice Island Potato Slough  
Demonstration Project, July 25, 1997**

Line	Description	Quantity	Units <sup>1</sup>	Unit Cost	Total Cost
1	<i>Direct Capital Costs</i>				
2	<b>General</b>				
3	mobilization and demobilization	1	ls	\$10,000	\$10,000
4	clear and grub project, stockpile and staging areas	7.0	acre	\$1,500	\$10,500
5	set up project office, operations	1	ls	\$40,000	\$40,000
6	cost to lease land	1	ls	\$8,000	\$8,000
7	relocate utilities	1	ls	\$50,000	\$50,000
8	Post construction survey	1	ls	\$10,000	\$10,000
9					
10	<b>Lowering of Existing Levee</b>				
11	clear and grub existing levee	2	acre	\$1,500.00	\$3,000
12	removal of existing rip rap	1,525	lf	\$100.00	\$152,500
13	excavate and place levee fill in habitat area	21,860	cy	\$3.00	\$65,580
14	riparian and emergent vegetation	1	ls	\$50,000.00	\$50,000
15	breach construction	1	ls	\$25,000.00	\$25,000
16					
17					
18	<b>Construction of New Levee</b>				
19	foundation prep				
20	excavate trench (12' deep, 1:1 slopes)	1,450	lf	\$20.00	\$29,000
21	place geotextile for base of new levee	1,450	lf	\$160.00	\$232,000
22	install levee monitoring equipment	1	ls	\$20,000	\$20,000
23	supply levee and trench fill material				
24	dredge and barge to rehandling facility	160,500	cy	n/c	\$0
25	off load at rehandling facility	160,500	cy	\$3.00	\$481,500
26	dry, scarify and stockpile for loading	160,500	cy	\$3.00	\$481,500
27	load onto deck barge	160,500	cy	\$1.50	\$240,750
28	barge material to Venice	160,500	cy	\$2.50	\$401,250
29	off load, stockpile material at Venice	160,500	cy	\$1.50	\$240,750
30	construct new levee (haul, dump, compact)	160,500	cy	\$2.50	\$401,250
31	relocate existing irrigation ditches	1,450	lf	\$2.00	\$2,900
32	placement of rip-rap on new levee	5,500	tons	\$70.00	\$385,000

**TABLE 2: Preliminary Construction Cost Estimate Venice Island Potato Slough  
Demonstration Project, July 25, 1997**

Line	Description	Quantity	Units <sup>1</sup>	Unit Cost	Total Cost
33					
34	<b>Habitat Area Construction</b>				
35	supply baled rice straw to Venice				
36	bale rice straw	650	acres	\$70.00	\$45,500
37	pickup bales from field, stack along road	750	tons	\$12.00	\$9,000
38	load bales, truck to Port, unload, load to barge	750	tons	\$16.00	\$12,000
39	barge material to Venice	750	tons	\$21.00	\$15,750
40	unload bales at Venice, stockpile	750	tons	\$15.00	\$11,250
41	composting of rice straw				
42	field preparation	1	ls	\$5,000	\$5,000
43	compost rice straw (place, mix, rotate)	1,200	tons	\$30.00	\$36,000
44	load compost, truck to Port, unload, load to barge	1,200	tons	\$16.00	\$19,200
45	barge material to Venice	1,200	tons	\$21.00	\$25,200
47	unload compost from barge, stockpile on Venice	1,200	tons	\$15.00	\$18,000
48	supply dredged material to mix with rice straw	15,000	cy	\$11.50	\$172,500
49	place fill mixture (haul, windrow, mix, grade)	26,000	cy	\$3.50	\$91,000
50	supply and place sand fill material	36,500	cy	\$6.00	\$219,000
51					
52	<b>Total Direct Capital Costs:</b>				<b>\$4,009,880</b>
53					
54	<i>Indirect Capital Costs</i>				
55					
56	construction management	1	ls	\$350,000	\$350,000
57	permitting	1	ls	\$100,000	\$100,000
58					
59	<b>Total Indirect Capital Costs:</b>				<b>\$450,000</b>
60	<b>Total Direct and Indirect Capital Costs</b>				<b>\$4,459,880</b>

<sup>1</sup> ls = lump sum

lf = linear foot

cy= cubic yard

n/c = assume no charge



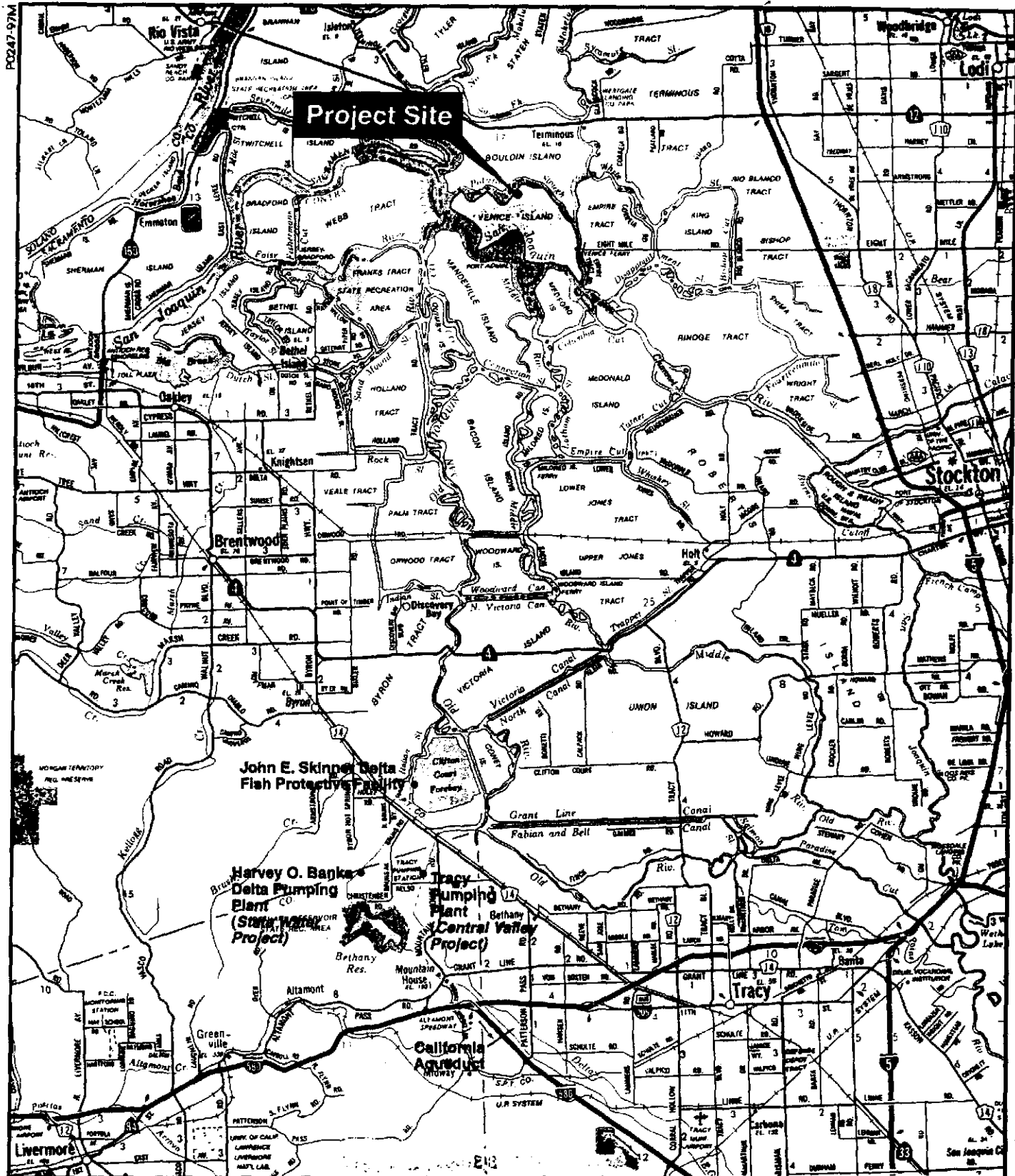
**TABLE 3: Permit Requirements**

<b>Agency</b>	<b>Required Action</b>	<b>Approximate Processing Time</b>
CEQA/NEPA	Negative Declaration/Finding of No Significant Impact	3 months
U.S. Army Corps of Engineers	Section 404 (Clean Water Act)/10 (Rivers & Harbors Act) Permit	4 months
Central Valley Regional Water Quality Control Board	NPDES Permit/Waste Discharge Requirements; Water Quality Certification	1 to 3 months
State Lands Commission	Permit/Lease	4 to 6 months
California Dept. of Fish & Game	Streambed Alteration Agreement	2 months
National Marine Fisheries Service/ U.S. Fish & Wildlife Service	Section 7 (Endangered Species Act) consultation initiated by COE as part of Section 404/10 permit process	5 months
State Dept. of Water Resources/Delta Levee Flood Control Program	Reviews project for potential impacts to State Water Project facilities, and/or any work done through AB 360 program	2 months
State Reclamation Board	Reviews projects with potential to restrict flows, alter flood stage, etc.	2 months
Local Reclamation District	Reviews any levee/flood control work	2 months

**TABLE 4: Summary of Personnel Qualifications, Experience and Past Performance**

Individual	Degrees	Experience	Past Performance
Christine Donges Contracts Manager	B.A., Economics and Business Administration	Contract and subcontract administration, business management of projects jointly funded by federal and/or state agencies, and management of project cost accounting processes, procedures, and protocols. Vice President, Northwestern Region (National Officer), National Contract Managers Association	<ul style="list-style-type: none"> <li>• Ten-year \$170 million US EPA cost-plus-award-fee contract</li> <li>• Two-year ID/IQ contract with the Navy Public Works Center</li> </ul>
Rachel Bonnefil Permitting Specialist	B.A. Environmental Studies, 1991	Former employee of BCDC. Environmental review of dredging projects and major policies. Dredged materials reuse	<ul style="list-style-type: none"> <li>• Montezuma Wetlands Project</li> <li>• Oro Loma Marsh Enhancement Project</li> <li>• San Francisco Bay Regional Wetland Ecosystem Goals Project</li> </ul>
J. Scott Seyfried, R.P.S.S. Soil Scientist	M.S. Water Science, 1987; B.A. Physical Geography, 1983	Fate and transport of organic and inorganic chemicals in the subsurface, soil and water chemistry, risk assessment and bioremediation of soil and groundwater	<ul style="list-style-type: none"> <li>• Marley Way Marsh Restoration Project</li> <li>• Montezuma Wetlands Project Biological Damage Assessment, Donner Oil Spill, Donner, CA</li> </ul>
A.J. Glauber Environmental Scientist	B.A. Environmental Science, 1993	Ecological and toxicological assessment of terrestrial and aquatic ecosystems; wetlands delineation and assessment; planning, permitting, and design of restoration projects; and quantitative ecological data analysis	<ul style="list-style-type: none"> <li>• Montezuma Wetlands Project</li> <li>• Oro Loma Marsh Enhancement Project</li> <li>• Pier 98 Landfill Closure &amp; Open Space Enhancement Project</li> </ul>
Kirk Lennington Biologist	B.A. Environmental Studies/Biology, 1993	Vertebrate and plant biology; GIS; species identification and monitoring; biological damage assessment and monitoring; reference site identification and assessment; tidal reckoning; permitting	<ul style="list-style-type: none"> <li>• Biological Effects Monitoring, Valdez Oil Spill, Prince William Sound, AK</li> <li>• Martin Luther King Jr. Wetlands Restoration Project</li> </ul>
Maya Khosla Fisheries Biologist	M.S. Environmental Biology, 1994; M.S. Chemistry, 1988; B.S. Chemistry, 1985	Study of the long-term effects of contaminants on fish biochemistry, physiology, populations and communities; field and laboratory assessments, habitat assessments and suitability studies on endangered salmonids; ecological restoration and ecotoxicology	<ul style="list-style-type: none"> <li>• Biological Damage Assessment, Donner Oil Spill, Donner, CA</li> <li>• Marsh Restoration, Parr Boulevard, Richmond, CA</li> </ul>
Christopher Nardi, G.E., Geotechnical Engineer	M.S. Geotechnical Engineering, 1981; B.S. Civil Engineering, 1978	Geotechnical, hazardous waste, & civil engineering for levees, dams, embankments, & related earth structures; wetlands designs; landslides; low- to mid-rise structures, R&D buildings, & office and industrial parks; & residential areas	<ul style="list-style-type: none"> <li>• Martin Luther King Jr. Wetlands Restoration Project</li> <li>• Montezuma Wetlands Project</li> </ul>
Mary Alice Keeler Design Engineer	B.S. Civil Engineering, 1992	Engineering design for wetland restoration, landfill closure and roadway improvement projects; AutoCADD and Softdesk; quantity takeoffs; construction cost estimates	<ul style="list-style-type: none"> <li>• Martin Luther King Jr. Wetlands Restoration Project</li> <li>• Pier 98 Landfill Closure &amp; Open Space Enhancement Project</li> </ul>
Rick Milelli Design Engineer	B.S. Environmental Engineering, 1992	Demography & geologic/hydrogeologic conditions; investigation and remediation; regulatory negotiations; permitting, compliance monitoring, and reporting.	<ul style="list-style-type: none"> <li>• Walnut Creek Desilting Project</li> </ul>





VENICE ISLAND

## Site Location Map

**Levine-Fricke-Recon**

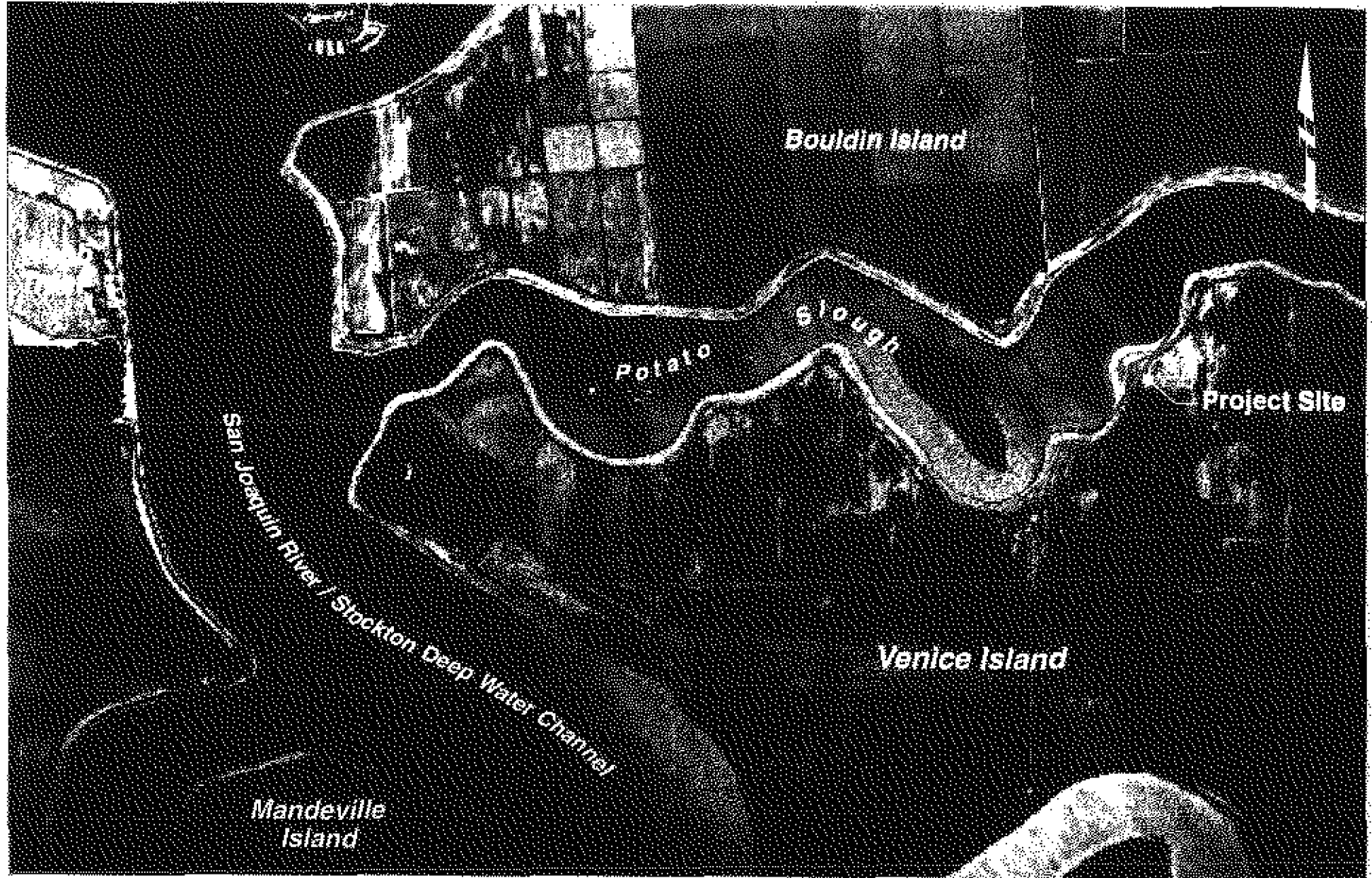
**Figure 1**

Project No. P0247-97M

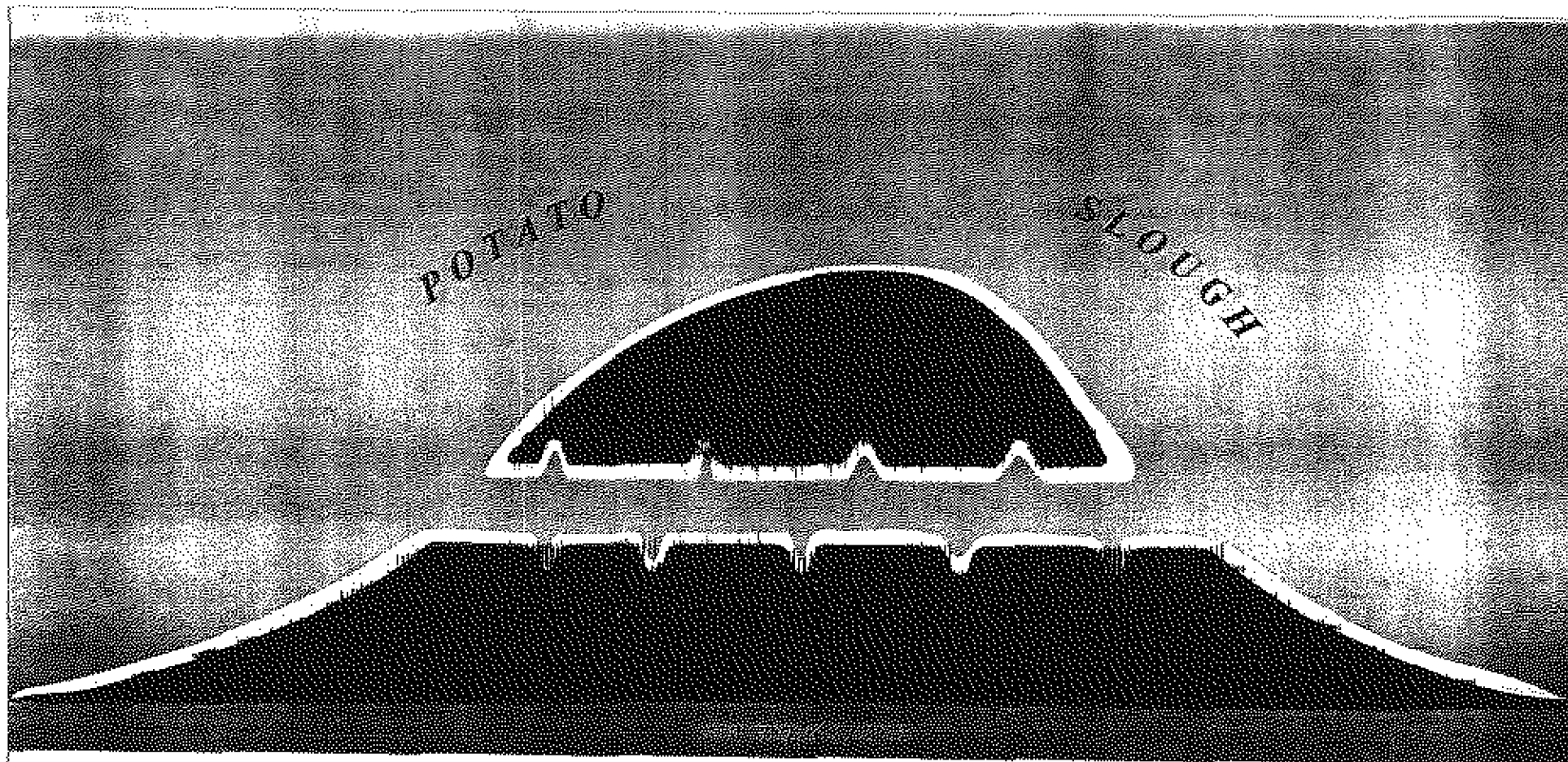
Map Source: California State Automobile Association  
Bay Area and River, 1979

0 4 MILES





Site Vicinity Map



## VENICE ISLAND

### HABITAT TYPES:



Emergent vegetation (tules, cattails)



Riparian vegetation (cottonwoods, willows)



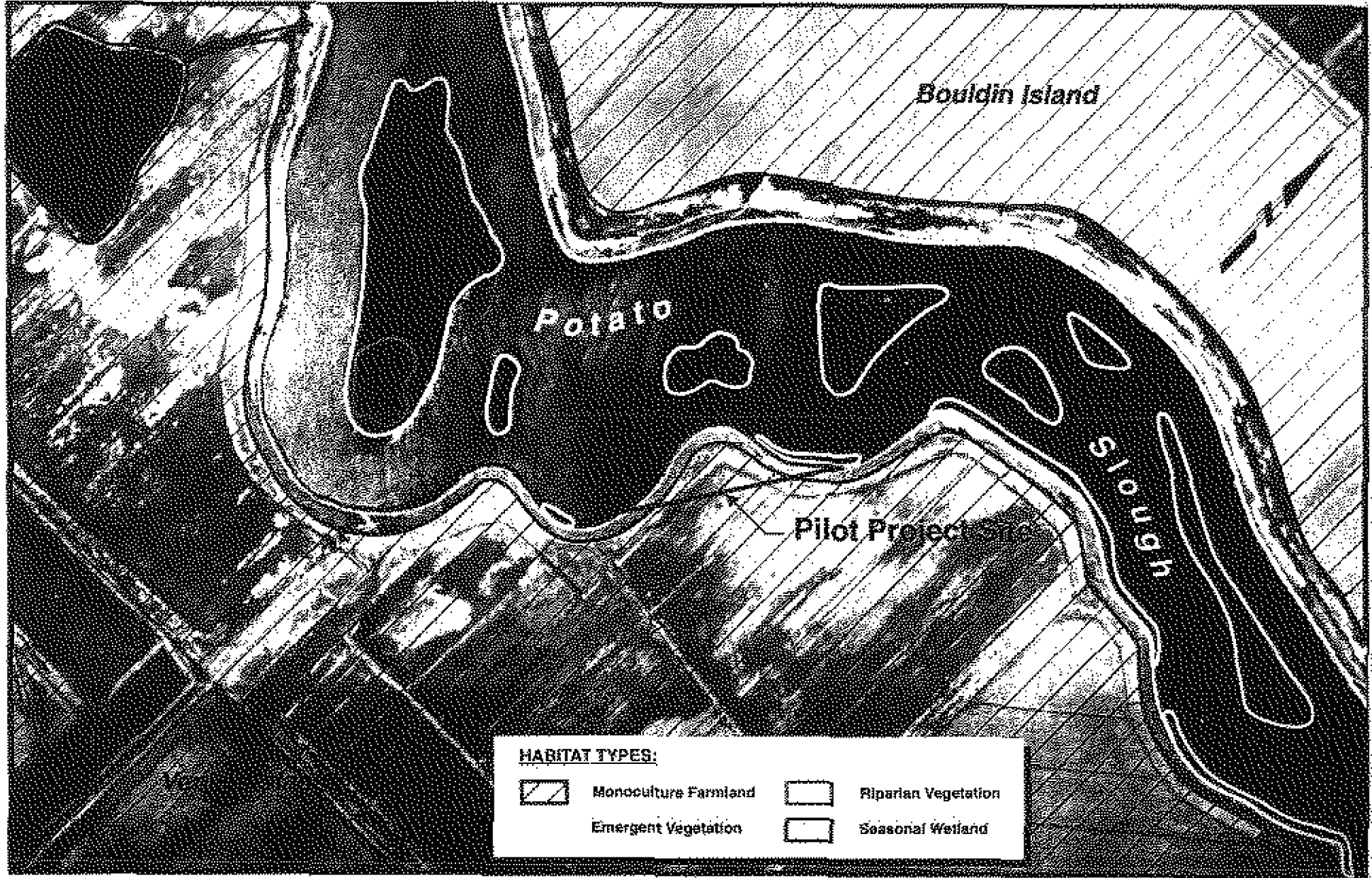
Shallow water



Deep water



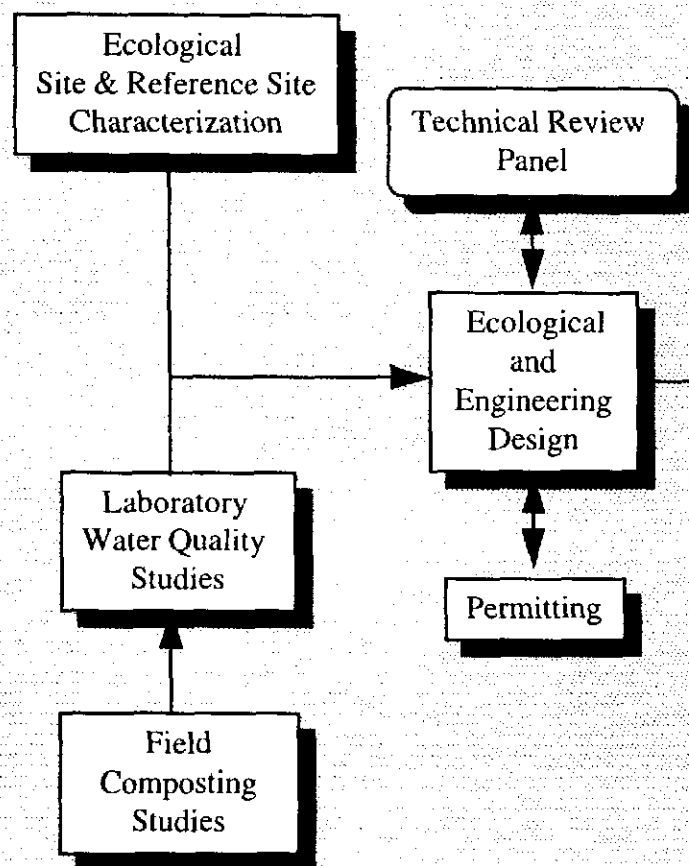
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Existing Ecological Habitats

## Phase 1

### Ecological Design



## Phase 2

### Habitat Restoration

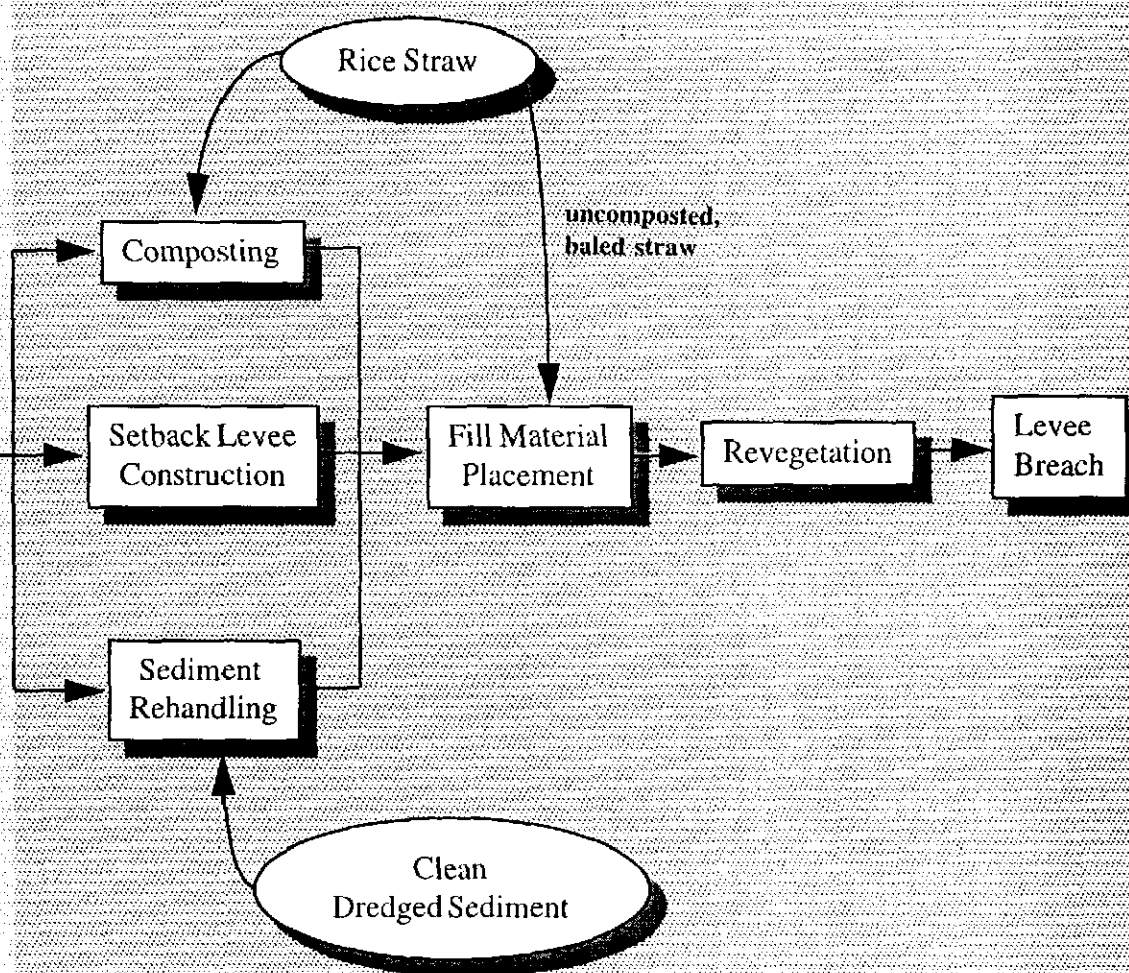
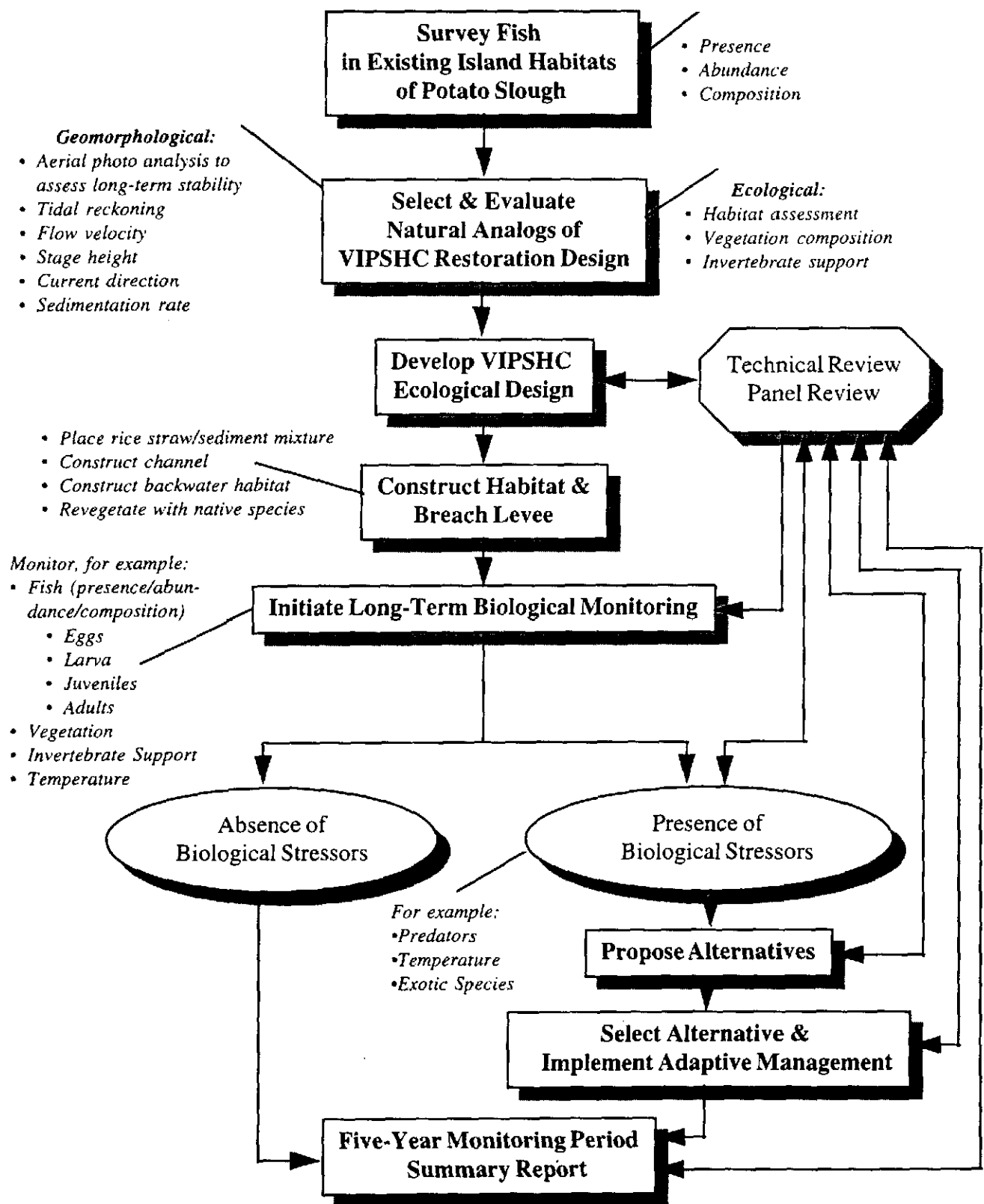
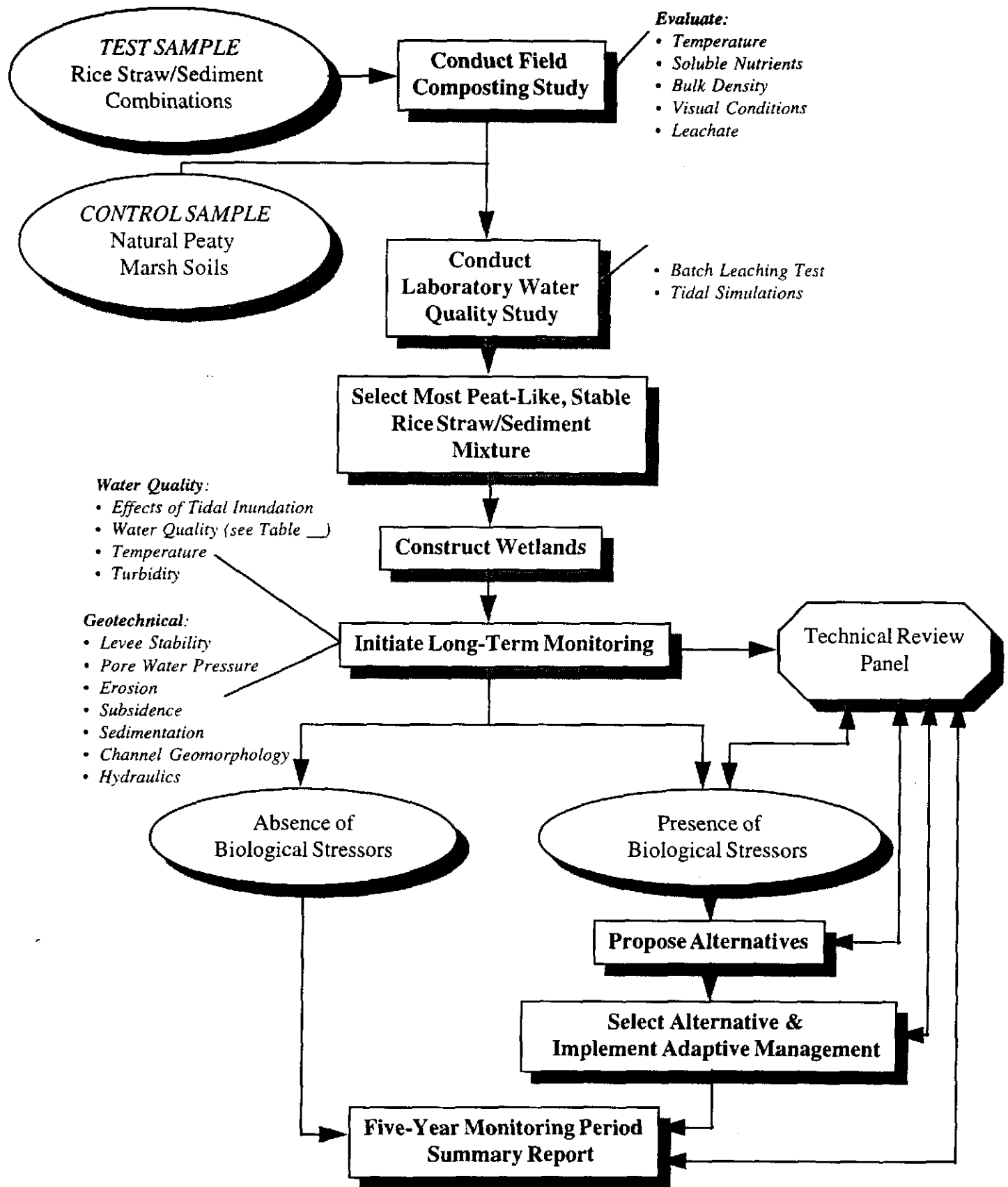


FIGURE 5: Phase 1 and 2 Flow Chart

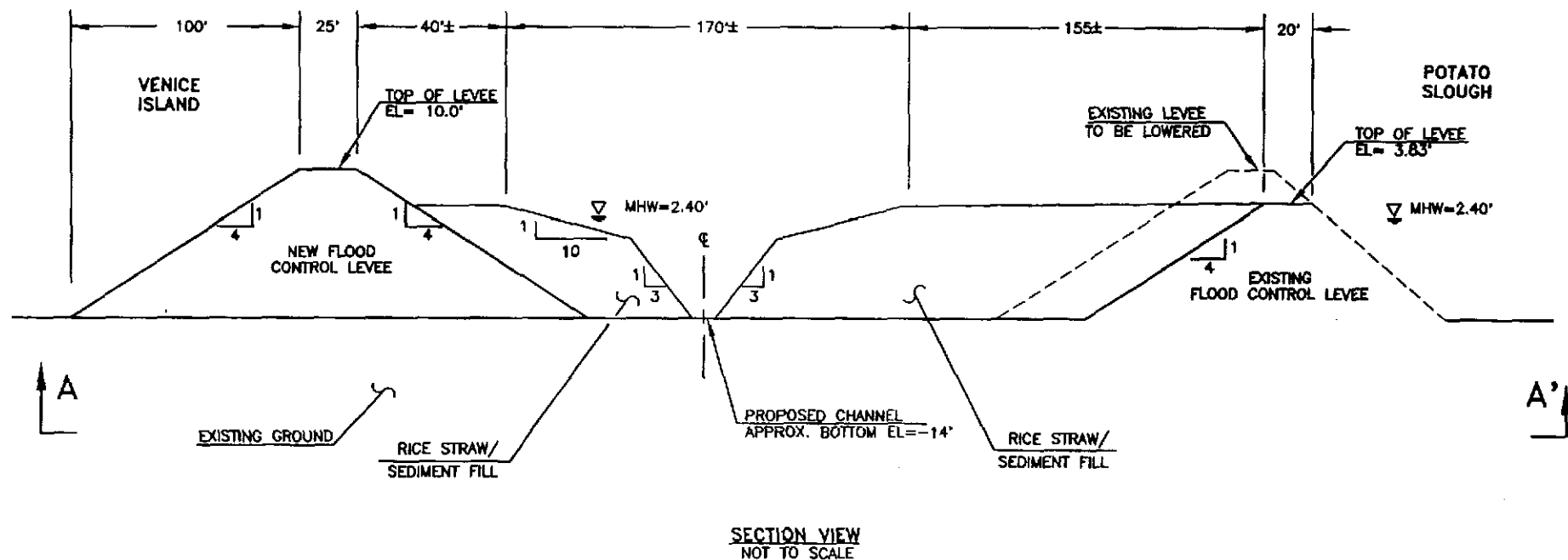




**FIGURE 6: Adaptive Management Framework for Ecological Design of Venice Island/Potato Slough Habitat Creation Demonstration Project**



**FIGURE 7: Adaptive Management Framework for  
Selecting & Evaluating Rice Straw/Sediment Mixtures as Habitat Creation Material**

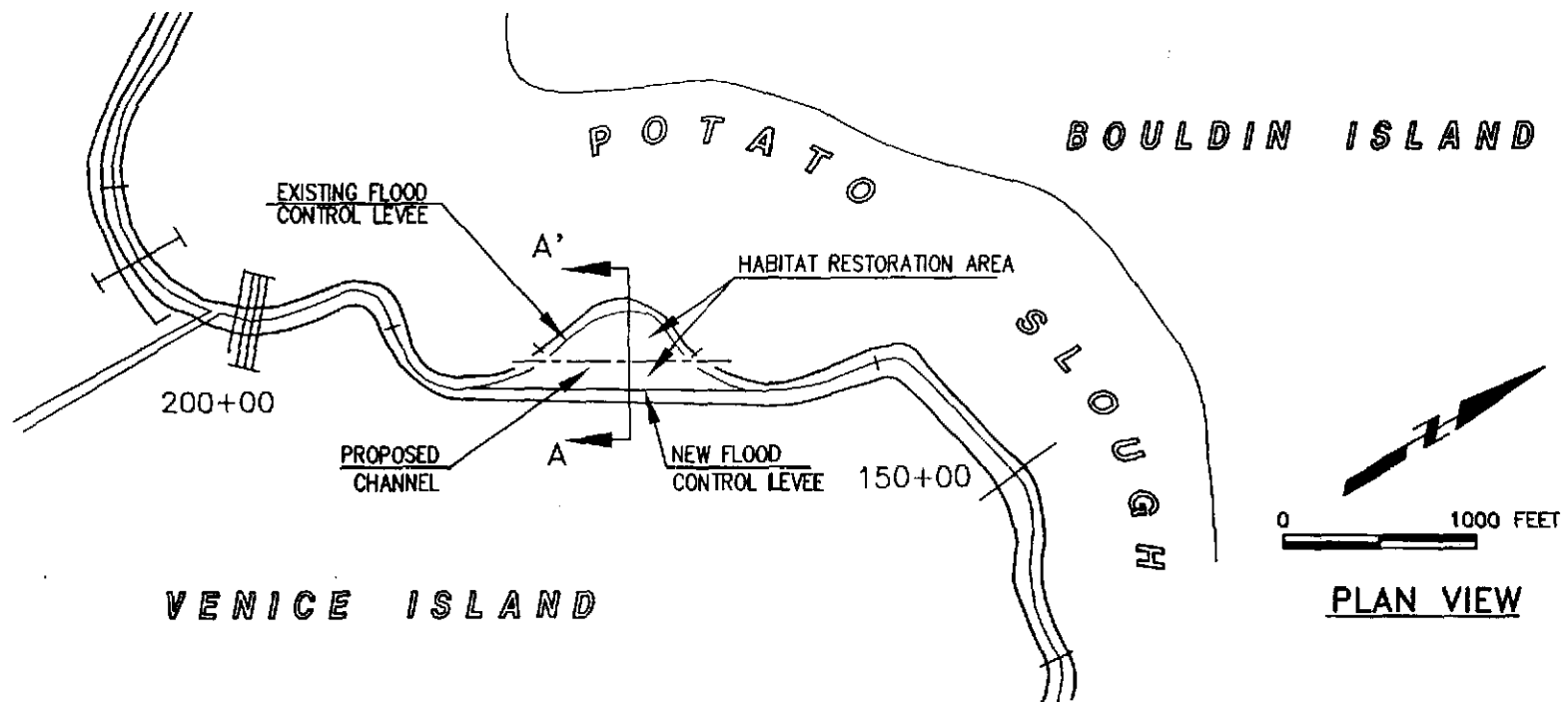


CALFED BAY-DELTA PROGRAM  
Ecosystem Restoration Projects and Programs  
**Levee Construction and Fish Habitat Creation**  
Section View

**Lovine-Fricke-Recon**

Project No. 247-97M

**Figure 8**



CALFED BAY-DELTA PROGRAM  
Ecosystem Restoration Projects and Programs  
Levee Construction and Fish Habitat Creation  
Plan View

**Levine-Fricke-Recon**

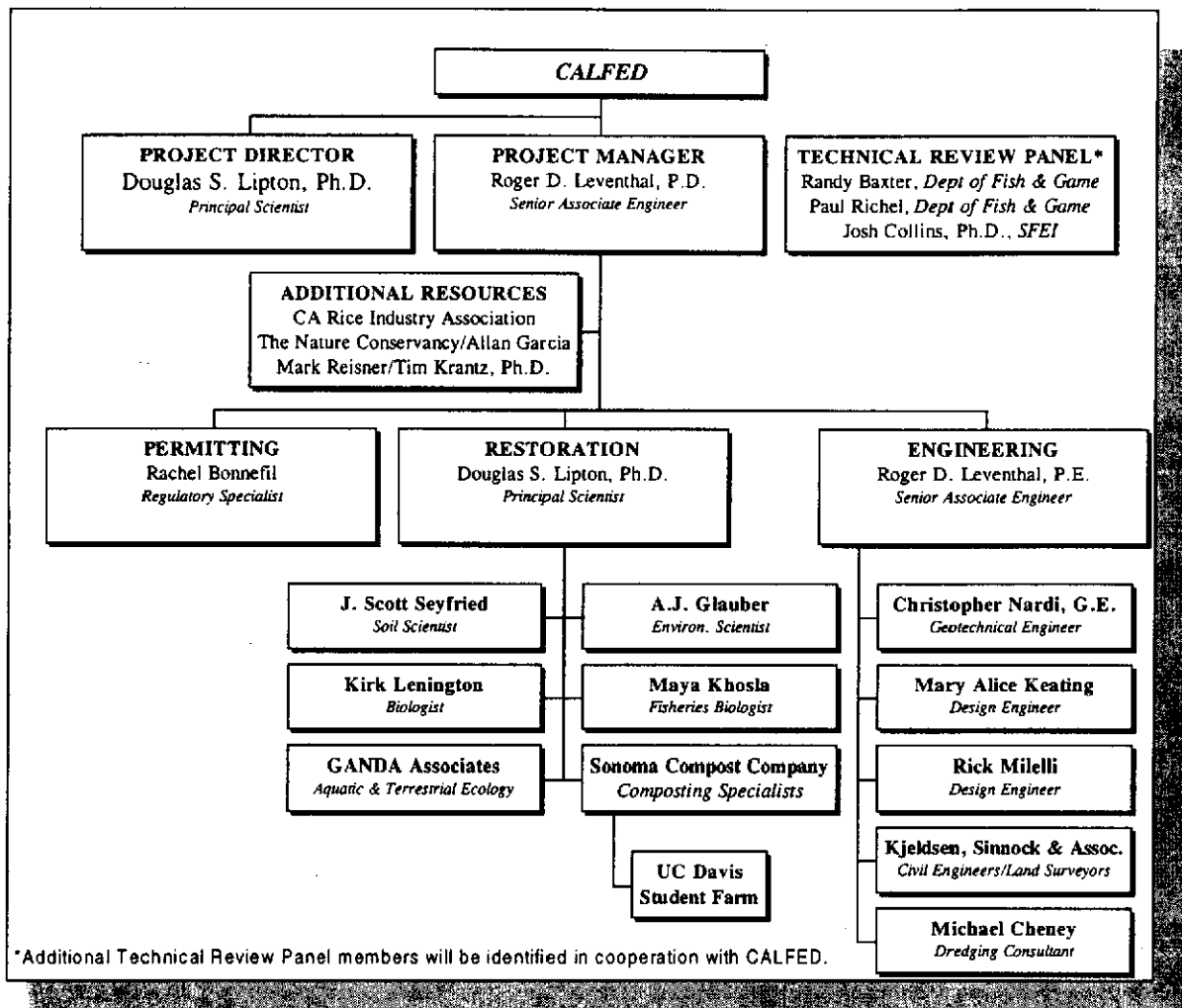
Project No. 247-97M

**Figure 9**

	1997	1998												1999											
Task & Description	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1 Site Characterization																									
2 Field Composting Study																									
3 Laboratory Water Quality Study																									
4 Final Ecological Design Report																									
5 Construction Plans and Specifications																									
6 Permitting																									
7 Construction																									
8 Construction Management																									
9 Biological Monitoring																									
10 Water Quality Monitoring																									
11 Geotechnical & Physical Monitoring																									

This schedule is dependent upon the presence of appropriate environmental conditions.

FIGURE 10: Proposed Schedule



*The LFR Team blends ecology with engineering and experience working in the Bay-Delta region to successfully complete large, complex restoration efforts involving dynamic ecosystems.*

**FIGURE 11: Team Organization**



July 24, 1997

LF P0247-97J

Mr. J. Philip DiNapoli  
FILDIN Development Company  
99 Alameda Blvd., Suite 565  
San Jose, CA 95113

**Subject: Letter of Intent and Teaming Agreement for the Venice Island (Potato Slough) Habitat Creation Demonstration Project, in Response to the Category III Ecosystem Restoration Projects and Programs Request for Proposal (RFP), CALFED BAY-DELTA PROGRAM**

Dear Phil:

This letter serves to formalize our intent and teaming agreement for the subject RFP and to outline the development of a business partnership between Levine-Fricke-Recon Inc. (LFR) and FILDIN Development Company (FDC) in pursuit of opportunities under the Category III Ecosystem Restoration Projects and Programs initiative as proposed by the CALFED BAY-DELTA Program.

As we discussed, it is agreed that LFR and FDC will team on an exclusive basis as a business partnership working together to implement the *Venice Island (Potato Slough) Habitat Creation Demonstration Project* in response to the CALFED RFP. In order to qualify for Category III, a variety of conditions, including establishing a conservation easement must be met.

If the LFR/FDC project team's proposal is selected for Category III funding, FDC will be responsible for the following required items:

- granting, under a perpetual conservation easement, development rights for the approximate 6 acre project site onto which a portion of Potato Slough will be realigned. These lands are currently owned and managed by FIDIN Development Company.
- granting access rights to the designated project area during the demonstration project implementation and monitoring phases.
- providing a designated staging area, as required, during the demonstration project implementation Phase II - Construction.

While FDC will contribute the land, LFR contributions include preparation of the engineering preliminary and final design, permitting, construction oversight, and consulting services for the



project on an at cost basis. All FDC costs related to title transfer and associated management fees shall be included as a project cost covered by Category III funds.

This letter agreement is valid throughout the bid period for the subject RFP. If the LFR team is awarded a contract, a separate contract agreement shall be developed between LFR and FDC stipulating the details of the scope of work, areas of responsibility and other contractual conditions for execution of the project.

The teaming parties will work closely together and exchange business and technical information, as necessary. For this reason the parties agree to assist each other with obtaining relevant and pertinent information specific to the above identified business opportunity. Each party will assist the other, as necessary, and will put forth its best efforts in obtaining the identified business opportunity.

Each party shall support the proposal effort by submitting to LFR its technical, cost and management portions of the proposal, as required by the RFP, or as requested by the client.

Nothing contained herein is intended to preclude either party from independently submitting proposals or performing work related to another CALFED solicitation. The parties agree that no legal relationship of any kind exists as a result of this Agreement other than the covenants expressly contained herein. Neither party shall have the authority to create any obligations for the other except to the extent stated herein.

FDC and LFR agree that each will hold exchanged proprietary information confidential in the same manner as it holds its own proprietary information of like kind. All proprietary information exchanged between the parties shall be labeled "Confidential". Disclosures of such information shall be restricted to the Client and those individuals who are involved in the preparation of the proposal.

If you are in agreement, please sign both copies of the attached Approval and Acceptance page of this letter and return them to Levine-Fricke-Recon Inc. LFR will forward a fully executed copy for your records once all parties have signed the agreement.

We look forward to working with your organization and are confident that our teaming efforts will be mutually beneficial to each firm. If you have any questions please do not hesitate to call me or Roger Leventhal at 510 652-4500.

Sincerely,



Frank Lorincz  
Senior Associate

**APPROVAL AND ACCEPTANCE**

July 25, 1997

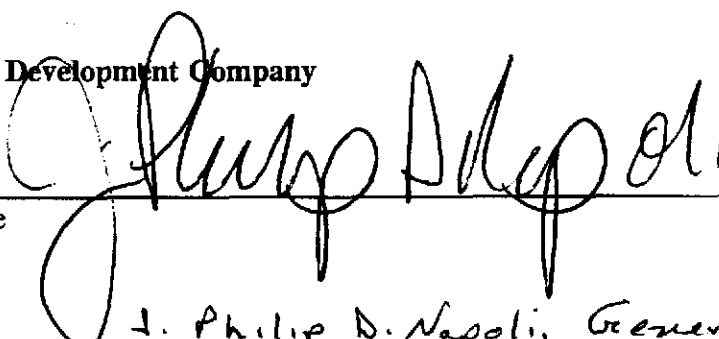
P0247-97I

Approval and acceptance of this Teaming Agreement are acknowledged by the signatures of duly authorized representatives of FILDIN Development Company and Levine·Fricke·Recon Inc.

**FILDIN Development Company**

Signature

Date

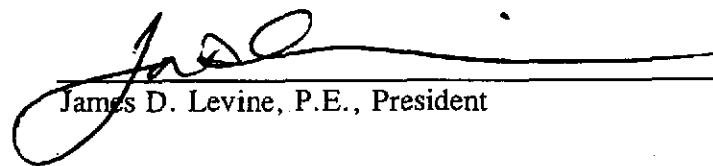
  
J. Philip D. Napoli, General Partner  
(Please print name and title)

7/28/97

**Levine·Fricke·Recon Inc.**

James D. Levine, P.E., President

Date



7/28/96